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Original Title Page

NAME: NYK/CSAV SOUTH AMERICA SPACE CHARTER  
AGREEMENT

FMC NO: 011792-002

Third Edition

CLASSIFICATION: SPACE CHARTER AGREEMENT

EXPIRATION DATE: NONE



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Signature Page

ARTICLE 1: FULL NAME OF AGREEMENT

The full name of this Agreement is the NYK/CSAV South America Space Charter Agreement ("the Agreement").

ARTICLE 2: PURPOSE OF AGREEMENT

The purpose of this Agreement is to authorize the parties to agree on cooperative working arrangements and to charter space on each other's vessels in connection with the carriage of cargo on terms and conditions agreed to between the parties in the trades defined in Article 4 of this Agreement.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to this Agreement are:

- (1) Nippon Yusen Kaisha  
3-2 Marunouchi 2-Chome,  
Chiyoda-ku  
Tokyo 100-91 Japan  
(hereafter "NYK")
- (2) Campania Sud Americana De Vapores S.A.  
Plaza Sotomayor 50  
P.O. Box 49  
Valparaiso, Chile  
(hereafter "CSAV")

#### ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The scope of this Agreement is transportation of vehicles and other cargo from Newark, New Jersey, Baltimore, MD, Jacksonville, Florida and Miami, Florida and U.S. inland and coastal points served via such U.S. ports to ports in Venezuela, Ecuador, Colombia, Chile and Peru, and inland and coastal points served via such non-U.S. ports (the foregoing geographic scope referred to in this Agreement as "the Trade").

#### ARTICLE 5: OVERVIEW OF AGREEMENT AUTHORITY

5.1 NYK and CSAV are authorized to charter space to each other in the Agreement Trade on an "as needed/as available" basis, up to the full reach of a vessel, on vessels owned, chartered, or managed by each line, within the geographic scope of this Agreement, on such terms and conditions as the parties may agree from time to time. To facilitate efficient operations under this Agreement, the parties may discuss and agree upon their space requirements and the availability of such space in vessels owned, chartered, or managed by NYK or CSAV; the place and timing of the provision of space; procedures for booking space, for documentation, for special cargo handling instructions or requirements, and for other administrative matters relating to chartering and transportation provided under this Agreement; and the terms and conditions for the use or interchange of equipment useful in the carriage of cargo in the Trade covered by this Agreement.

5.2 Compensation for any space chartered pursuant to this Agreement shall be upon such terms and at such hire (expressed either as a fixed sum or as a percentage of freight) as the parties may from time to time agree. Billing and payment terms and conditions shall also be as agreed between the parties from time to time.

5.3 Under this Agreement the parties may utilize up to two (2) roll-on roll-off line haul vessels (each with a maximum capacity of 6000 RT at any time but may, from time to time, employ additional vessels to meet seasonal shipper demand and as feeder vessels. Initially, the parties shall utilize two such vessels to be provided by NYK.

5.4 The parties are authorized to discuss and agree upon arrangements for the use of terminals in connection with the chartering of space hereunder, including entering into exclusive, preferential, or cooperative working arrangements with marine terminal operators and any person relating to marine terminal, stevedoring or other shore side services. Nothing herein, however, shall authorize the parties jointly to operate a marine terminal in the United States.

5.5 The parties are authorized to exchange information on any matter within the scope of this Agreement and to reach agreement on any and all administrative and operational functions related hereto including, but not limited to, forecasting, terminal operations, stowage planning, insurance, liability, cargo claims, indemnities, the terms of their respective bills of lading, failure to perform and force majeure.

5.6 The parties are authorized to enter into agreements concerning routine operational or administrative matters to implement the foregoing. Any further agreement which does not concern routine operational or administrative matters cannot go into effect unless filed and effective under the Shipping Act of 1984, as amended.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATION OF  
AUTHORITY

The following shall have the authority to me this Agreement and any modification hereto and to delegate same:

- (a) any authorized officer or official of each party;
- (b) legal counsel for each party.

ARTICLE 7: MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION

Any party hereto may resign upon not less than thirty (30) days' advance written notice to the other parties.

ARTICLE 8: VOTING

Not applicable.

ARTICLE 9: DURATION AND TERMINATION OF THE AGREEMENT

This Agreement shall take effect on the date it becomes effective under the Shipping Act of 1984, as amended and shall remain in effect until it is terminated by

mutual agreement of the parties or until **all** but one of the parties resigns pursuant to

Article 7 hereof. The foregoing is without prejudice to any party's remedies for breach of the Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed  
by their duly authorized representatives as of this 4<sup>TH</sup> day of DEC, 2009.

COMPANIA SUD AMERICA DE VAPORES S.A.

By: 

Name:

Pablo Sepulveda

Title:

VP - North America

NIPPON YUSEN KAISHA

By: 

Name:

GARY J. HURLEY

Title:

VP ROBO DIVISION